

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mt. Vernon, WA 98273



200204080158
Skagit County Auditor
4/8/2002 Page 1 of 2 1:55PM

EASEMENT

GRANTOR: **BARNHARD**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: Lot 27, of Survey Recorded AF# 9812030124
ASSESSOR'S PROPERTY TAX PARCEL: 3809-323-027-0100

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

M79004

P114154

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ROGER BARNHARD and Nanci J. Barnhard**, husband and wife ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation, **CASCADE NATURAL GAS**, a Washington Corporation, **VERIZON NORTHWEST, INC.**, a Washington Corporation, and **AT&T BROADBAND**, a Washington Corporation (Puget, Cascade, Verizon and AT&T are referred to herein collectively as "Grantees" and individually as "Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

Lot 27, of Survey Recorded December 3, 1998, in Volume 21 of Surveys, pages 85 through 87, under Auditors File No. 9812030124, records of Skagit County, Washington; being a portion of the West 5 feet of Lot 15 and all of Lots 16 and 17, Block 1123, **NORTHERN PACIFIC ADDITION TO ANACORTES**, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington.

Except as may be otherwise set forth herein each Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

Easement 1: A strip of land 5 feet in width across the above described property being parallel to and coincident with the boundaries of ~~all private/public street and road rights-of-way~~. of West 12th Street as shown on survey noted above

Esement 2: The Southerly 7 feet of the Easterly 4 feet of the above described tract.

1. **Purpose.** Each Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity and/or communication systems over and/or under the easement area. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, each Grantee may, from time to time, construct such additional facilities as it may require for such systems. Each Grantee shall have the right of access to the Easement Area over and across the Property to enable such Grantee to exercise its rights hereunder. Each Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by such Grantee.

2. Easement Area Clearing and Maintenance. Each Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Each Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Each Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of such Grantee's negligence in the exercise of the rights herein granted to such Grantee, but nothing herein shall require any Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted to a Grantee shall continue until such time as such Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate as to such Grantee and all rights granted to such Grantee, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Each Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 18 day of March, 2002.

GRANTORS:

BY:

ROGER BARNHARD

BY:

NANCI J. BARNHARD

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 18th day of March, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROGER BARNHARD and NANCI J. BARNHARD**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

#1475

APR 03 2002

Amount Paid \$ 1780
Skagit Co. Treasurer
By [Signature] Deputy

[Signature]
(Signature of Notary)

L. Bockwoldt
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at DELLINGHAM, WA
My Appointment Expires: 09/31/03



200204080158

Skagit County Auditor